

**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached
2 agreement with Independent School District #625 to provide the School Police Patrol Program to schools
3 in the City of Saint Paul during the period of July 1, 2015 through June 30, 2016. The cost of services for
4 the program shall not exceed \$55,000.

Requested by Department of: **POLICE**



By: **Thomas E. Smith, Chief of Police**

AGREEMENT
Saint Paul Public Schools
School Patrol Program

THIS AGREEMENT, made this 2 day of November 2015, by and between INDEPENDENT SCHOOL DISTRICT 625, hereinafter referred to as "District" and CITY OF SAINT PAUL POLICE DEPARTMENT, hereinafter referred to as "City",

IT IS HEREBY AGREED by and between the parties as follows:

I.

District agrees to pay City for the salary cost incurred to the assignment of one (1) sworn police officer for duties and services to be performed on behalf of the District during the period of the 2015-2016. Attached hereto as Exhibit "A" is the Scope of Services for this Agreement. The Scope of Services includes duties, time periods, and rates for this Agreement.

II.

District will pay City for services and duties for the time periods and at the rates listed in Exhibit "A".

III.

City will perform services and duties in accordance with Exhibit "A" as directed by the District.

IV.

All services and duties performed by the assigned officer will be within the course and duty of employment of the City. The officer, as a City employee assigned under the Agreement, will remain an employee of the City, and therefore, is covered by the City Workers Compensation program, will be paid by the City, and is entitled to City fringe benefits. The officer assigned under the Agreement will be expected to abide by and is governed by the rules and regulations of the City.

V.

Cost of services for said program shall not exceed the sum of \$55,000 per year.

VI.

That the contract time shall be in accordance with the schedule mutually agreed upon between the District and the City as detailed in Exhibit "A".

VII.

That the City and the District agree to abide by Chapter 13 of Minnesota Statutes (Minnesota Government Data Practices Act) as well as any applicable federal, state, and local laws or ordinances.

VIII.

That each party agrees it will be responsible for its own, and its employees, officials, agents, and representatives acts and/or omissions in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party or that party's employees, officials, agents, or representatives and the results thereof. The liability of the parties shall be limited and governed by the provision of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq., and other applicable law.

All services provided under this contract shall be performed to the satisfaction of DISTRICT. In the event that this contract is canceled prior to the termination date, CITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

IX.

That the City and the District may request changes that may increase, decrease, or otherwise modify the Scope of Services. Such changes and methods must be authorized in writing in advance by the District and the City.

X.

That any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

XI.

That any failure of a party to assert any right under this Agreement shall not constitute a waiver or termination of that right, this Agreement, or any provision of this Agreement.

XII.

That if a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision therein, is unlawful, this Agreement or that provision shall terminate. If a provision is so terminated and the parties can commercially and practicably continue this Agreement without the terminated provision, the remainder of this Agreement can continue in effect.

XIII.

That this Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, and State of Minnesota.

XIV.

That neither the City nor the District shall be held responsible for non-performance of its duties or responsibilities under this Agreement if the party's performance was prevented by acts or events beyond the party's reasonable control, including, but not limited to, severe weather and storms, earthquake or other natural occurrences, strikes and labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

Additionally, the officer will remain under the City's direction and control, and will be subject to serious police emergency recalls for service and/or activation of any tactical alert throughout the City if the need arises. Emergency recall/tactical alert decisions are within the City's discretion and are not subjected to question or liability under this Agreement.

XV.

That it is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between parties relating to the subject matter therein.

XVI.

In cooperation with the District and the City, a police officer will be assigned to these duties.

XVII.

This contract may be cancelled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CITY OF SAINT PAUL

Approved as to Form:

By _____
Mayor

Assistant City Attorney

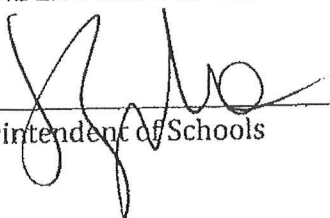
_____ day of _____, 2015

By _____
Director, Office of Financial Services

By _____
Thomas E. Smith, Chief of Police

INDEPENDENT SCHOOL DISTRICT NO. 625

Approved as to Form:

By  _____
Superintendent of Schools

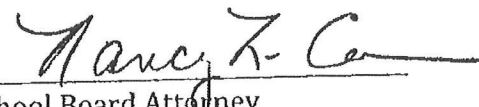
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School Board Attorney
2nd day of November 2015

EXHIBIT "A"
Saint Paul Public Schools
Independent School District No. 625
Transportation Department

1. Contract Period:
A 46-week contract – up to 20 hours per week, not to exceed a total of 920 hours for the 2015-2016. Inclusive dates are July 1, 2015 to June 30, 2016, excluding the periods of winter break and spring break.

2. Provide services to the schools in the areas of:
 - a. Swearing in of school patrol officers.
 - b. Training of school patrol officers.
 - c. Assistance to and for building school patrol supervisors.
 - d. Supervision of school patrol corner crossings.
 - e. Assisting in determination of safe routes to school(s).
 - f. Training of summer school patrol members.
 - g. Supervision of summer school patrol members.

3. Salary
Salary will be based upon the actual hourly rate of pay, plus fringe benefits.

4. Conferences and Meetings
The school district will reimburse the school patrol officer for such expense as are incurred while attending such meetings or conferences as may be requested by the district.